

A. G. Contract No. KR920342TRN
ECS File: JPA 92-33
Project: F-029-1(8)/H 2944 01C
Section: SR-69, Humboldt - SR-169

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 May, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS
(the "County").

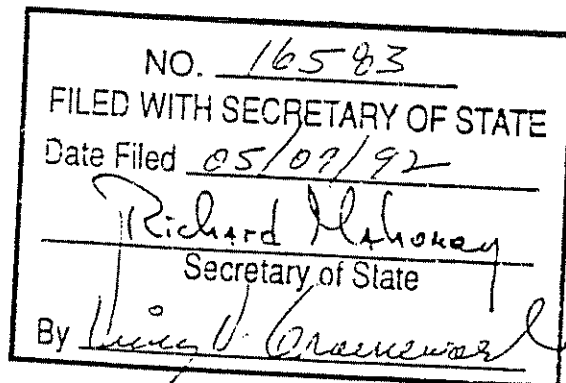
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Incident to a future improvement project to SR-69
contemplated by the State, the County has requested, and the
State has agreed to remove and replace associated County
roadway guardrail, outside of the State's right-of-way, at an
estimated cost of \$18,256.00, all at County expense,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to state standards plans, specifications and such other documents and services necessary for construction bidding and construction of the Project. Incorporate County review comments.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the County on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the parties hereto.

d. Invoice the County for the reasonable direct actual cost of the Project, plus 15% construction engineering, in a total amount estimated at \$18,256.00.

2. The County will:

a. Review the design documents and provide comments.

b. Upon completion and acceptance of the Project provide perpetual maintenance. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Reimburse the State the reasonable direct actual cost of the Project, plus 15% construction engineering, in a total amount estimated at \$18,256.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual (or until assumed by other competent authority), may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Administrator
255 East Gurley Street
Prescott, AZ 86301

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Carlton L. Camp
CARLTON L. CAMP, Chairman
Board of Supervisors

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

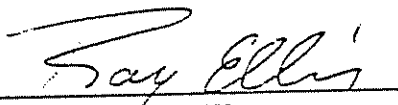
By Ann-Lawrie Aisa
ANN-LAWRIE AISA
Clerk of the Board

JPA 92-33

RESOLUTION

BE IT RESOLVED on this 18th day of February 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the design and construction of guardrail improvements to SR-69 in the County.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


For CHARLES E. COWAN
Director

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CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

YAVAPAI COUNTY)

) ss.

ARIZONA)

Ann-Lawrie Aisa, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of A.R.S. §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of A.R.S. §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: APRIL 6, 1992

The entry in the said minutes:

The Board considered an intergovernmental agreement with the Arizona Department of Transportation for State Highway 69/Humboldt Main Street guardrail improvements. Supervisor Feldmeier asked staff to be more careful to include the entire text of intergovernmental agreements in the Board packets so that in the future he would know exactly what he was being asked to consider. Assistant County Engineer Karl Rockwell told the Board that 775 feet of guardrail along the Humboldt Main Street were in poor enough condition that they should be replaced and that ADOT had asked the County Engineer's office if this improvement should be included with the state highway improvements which are planned for the next two or three years. He said that both the County Engineer and the Road Superintendent concurred that it would be worthwhile to have ADOT to include the guardrail project in the road improvement project and that the County would then reimburse ADOT for the actual expenses once the project is complete. He said that the estimated cost to the County was \$18,256.25 which was a great saving over what it would cost the County to replace the guardrail. Road Superintendent Ron Harris told the Board that this was a very good price. Deputy County Attorney Randy Schurr said that in the intergovernmental agreement under consideration there should be a clarification that the County would maintain this improvement only until another entity accepts jurisdiction over it. Supervisor Feldmeier moved to approve the intergovernmental agreement as presented with that condition added. Supervisor Brownlow seconded the motion which carried by unanimous vote.

Ann-Lawrie Aisa
Ann-Lawrie Aisa, Clerk

SUBSCRIBED AND SWORN to before me APRIL 15, 1992.

My Commission Expires:

NOVEMBER 1, 1992

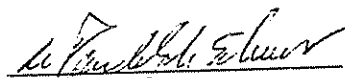
Lawrence J. Hamilton
Notary Public

JPA 92-33

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14th day of Apr. 1, 1992.



Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

May 2, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0342-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of May, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
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